

REQUEST FOR PROPOSAL: TRAFFIC AND MINOR OFFENSE CITATION DATA ENTRY SERVICES

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MONTEREY
240 Church Street, Salinas,
California 93901 - (831) 775-5400
www.monterey.courts.ca.gov





SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

240 Church Street, Salinas, California 93901 - (831) 775-5400

INVITATION TO BID

TO: **POTENTIAL PROPOSERS**

FROM: **SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY**

DATE: May 28, 2013

SUBJECT/PURPOSE OF MEMO: **REQUEST FOR PROPOSALS**
The Superior Court of California, County of Monterey, seeks a vendor to provide Traffic and Minor Offense Citation Data Entry and Scanning Services.

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals (RFP):

Project Title: Traffic and Minor Offense Citation Data Entry and Scanning Services RFP Number: **MCSC 13-05 IT**

QUESTIONS TO THE SOLICITATIONS E-MAILBOX: Questions regarding this RFP should be directed to TRCitations@monterey.courts.ca.gov

DATE AND TIME PROPOSAL DUE: There will not be a pre-proposal conference for this RFP.

Proposals must be received by **June 14, 2013, no later than 2:00 p.m. (Pacific Time)**

SUBMISSION OF PROPOSAL: Proposals must be sent to:
Superior Court of California, County of Monterey
Attn: Darvin Monkemeier RFP No. MCSC 13-05 IT
240 Church Street, North Wing, 3rd Flr, Rm 355
Salinas, CA 93901

EXHIBITS : Exhibit A: Administrative Rules Governing RFPS
Exhibit B: Service Requirements
Exhibit C: Pickup and delivery location
Exhibit D: General Terms and Conditions
Exhibit E: Traffic Data Entry Bid Cover Sheet

ACCEPTABLE DELIVERY METHODS: Mail or Express Delivery
Hand Delivery

DESCRIPTION OF SERVICES:

The Superior Court of California, County of Monterey is seeking quotes from qualified vendors for outsourcing data entry services of traffic and minor offense citations and to scan and deliver the data to the Court. Please see the minimum specifications and work requirements in Exhibit "B"; there will be more specific specifications upon award of contract.

The Court requires that the records to be entered and scanned are to be picked up at the court location as listed in Exhibit "C".

Successful vendor will be required to undergo security checks at the Court's request due to the confidentiality of the information contained in the records to be entered.

TIMELINE FOR THIS RFP

The Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Court.

EVENT	DATE
RFP issued	05/28/2013
Deadline for questions to Ravi.Ganji@monterey.courts.ca.gov	06/04/2013 no later than 2:00 pm
Questions and answers posted on http://www.monterey.courts.ca.gov/rfp	06/07/2013
Latest date and time proposal may be submitted	06/14/2013 no later than 2:00 pm
Technical Evaluation of proposals (<i>estimate only</i>)	06/18/2013
Notice of Intent to Award (<i>estimate only</i>)	06/21/2013
Negotiations and execution of contract (<i>estimate only</i>)	06/28/2013
Contract start date (<i>estimate only</i>)	07/01/2013

The RFP and any addenda that may be issued will be available on the following website, referred to individually and collectively as "Court website": www.monterey.courts.ca.gov

Submittal Contact: Darwin Monkemeier
IT Applications Manager
240 Church St, W. Wing, 3rd Flr., Room 355
Salinas, CA 93901
darwin.monkemeier@monterey.courts.ca.gov

Project Manager: Ravi Ganji
Business Application Analyst
240 Church St., W. Wing, 3rd Flr.,
Salinas, CA 93901
ravi.ganji@monterey.courts.ca.gov

SOLICITATION INSTRUCTIONS

1.0 SUBMITTAL OF QUOTES AND RESERVATION OF RIGHTS

- 1.1 The vendor must complete one copy of the Traffic Data Entry Bid Cover Sheet (see Exhibit "E"). The completed Cover Sheet must be delivered to the Court along with the bid to the contact listed above prior to the quote submittal date and time indicated.
- 1.2 All information entered on the RFP must be clearly written or typed. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the RFP.
- 1.3 The Court reserves the right to reject any and all quotes, in whole or in part, as well as the right to issue similar RFPs in the future.

2.0 SPECIFICS OF A RESPONSIVE BID

- 2.1 The following information shall be included in the bid as indicated on the Request for Proposal form:
- 2.2 Name, address, telephone number, fax number, e-mail address, federal tax ID number and name of the vendor's representative/contact.
- 2.3 Implementation plan
- 2.4 Detailed schedule of costs
- 2.5 A statement of vendor's financial stability
- 2.6 List of references
- 2.7 List of the last 5 contracts for similar services, preferably those with other courts and/or governmental agencies

3.0 RFP ADDENDA

- 3.1 The Court may modify this solicitation document prior to the date fixed for submission of quotes by providing notice to potential proposers. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Court no later than three (3) business days following the date the addendum was provided.
- 3.2 Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the quote to include all addenda issued in any resulting contract.

4.0 AMBIGUITY, DISCREPANCIES, OMISSIONS

- 4.1 If a vendor submitting a quote discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Court written notice of the problem and request that the solicitation document be clarified or modified.
- 4.2 If prior to the quote submittal deadline a vendor submitting a quote knows of or should have known of an error in the solicitation and fails to notify the Court of the error, the vendor shall submit a quote at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

5.0 CONTACT WITH COURT

Questions regarding this RFP must be directed to the individual named in the Court Contact Info on the RFP form. Vendors are specifically directed NOT to contact any other Court personnel or consultants regarding this RFP at any time prior award. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's response.

6.0 ACCEPTANCE OF TERMS

The requested goods and services will be provided pursuant to the attached terms General Terms and Conditions. Submittal of a proposal indicates that the vendor accepts the General Terms and Conditions.

7.0 ERROR IN SUBMITTED QUOTE

- 7.1 If an error is discovered in a vendor's quote, the Court may at its sole option retain the quote and allow the vendor to submit certain arithmetic corrections. In determining if a correction will be allowed, the Court will consider the conformance of the quote to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.
- 7.2 If prior to an award, a vendor discovers a mistake in their quote that renders the vendor unwilling to perform under any resulting contract, the vendor must immediately notify the Court in writing and request to withdraw the quote. It shall be solely within the Court's discretion as to whether withdrawal will be permitted.

8.0 EVALUATION CRITERIA

- 8.1 Bids will be evaluated to determine the quote that offers the best value to the Court. The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a quote must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any quote whose price is outside of the competitive range.
- 8.2 Criteria to include but not limited to:
 - 1) Experience with similar services
 - 2) Implementation Plan
 - 3) Credentials
 - 4) Experience working with courts and/or other governmental agencies
 - 5) Vendor's financial status (as determined by years of operation, client base; finance history).

9.0 SUBMISSION GUIDELINES

Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.

Proposers shall submit the following:

- 9.1 One unbound original of the price proposal and one separate unbound original of the technical proposal.

- 9.2 All proposals (hard and electronic copies on CD-ROM) must be submitted with the price proposal in one sealed envelope marked with "Cost Proposal" and the technical proposal placed in a separate sealed envelope marked with the Proposer's name. These two envelopes should then be placed in a single outside envelope. The outside envelope must be sealed and clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the Proposer's name.
- 9.3 The electronic copies of the technical proposal must not include any pricing information. Proposals received by the Court prior to the proposal due date and time that are submitted properly will be securely kept, unopened until the proposal due date and time. Late proposals will not be considered.
- 9.4 All proposals delivered via U.S. Mail, express mail carrier, or hand delivery on CD-ROM must be clearly marked with proposer contact information and titled "Traffic Data Entry Outsourcing". A receipt should be requested for hand delivered material.
- 9.5 Delivery Location:
- Ravi Ganji,
Business Application Analyst
Superior Court of California, County of Monterey
240 Church Street
Salinas, CA. 93901**
- 9.6 The Proposer is solely responsible for ensuring that the full proposal is received by the Court in accordance with the RFP requirements, prior to the date and time specified in the RFP, and at the place specified. The Court shall not be responsible for any delays in mail or by express mail carriers or by transmission errors or delays or missed delivery.

10.0 SPECIFICS OF A RESPONSIVE PROPOSAL

The proposal shall be organized into the following major sections.

- 10.1 Title Page
- 10.2 Letter of Transmittal. The proposer must prepare a cover letter on the prime proposer's business letterhead to accompany the proposal. The purpose of this letter is to transmit the proposal in a brief paragraph. The letter must be signed by an individual who is authorized to bind the firm to all statements contained in the proposal.
- 10.3 Table of Contents
- 10.4 Executive Summary. Limit this RFP section to a brief narrative highlighting the proposer's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. Please note that the executive summary must identify the primary contact for the proposer, including a valid e-mail address and telephone number.
- 10.5 Scope of Services. Include a general discussion of the service provider's understanding of the "overall" project and the scope of work proposed.
- 10.6 Company /Team Background and Resource Capabilities

10.7 Training Plan

This section should outline the proposer's recommendations and plans to train and educate staff on proper data entry of information provided by the Court. Initial training and training in change management processes, procedures and the tools needed to host, maintain and support the solution.

10.8 Testing Plan

The proposer must provide a general testing strategy. Include the intended plan to troubleshoot and identify problems, collect baseline data and functional and user-acceptance tests (UAT).

10.9 Support

Specify post-implementation and on-going support including:

- i. Post-Implementation support
- ii. Telephone support (include toll-free support hotline, hours of operation, availability of 12 x 7 hotline, etc.).

10.10 Customer References

10.10.1 The Court considers references an important part of the process in awarding a contract and may be contacting references as part of this selection. Proposers must provide at least three (3) client references for solutions and services that are similar in size and complexity. Please inform references that they may be called by the Court in mid-June of 2013.

10.10.2 The Court will not call proposers to tell them that their references will be contacted. Similarly, the Court will not work through a proposer's Reference Manager to complete a reference. The names and phone numbers of the project manager/customer contact must be listed. Failure to provide this information may result in the proposer not being selected.

11.0 **OFFER PERIOD**

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

12.0 **INTERVIEWS**

The Court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by telecommunications. If conducted in person, interviews will be held at the Monterey County Superior Court, Salinas Division. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

13.0 **CONFIDENTIAL OR PROPRIETARY INFORMATION**

13.1 One copy of each proposal will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California

Rule of Court, which governs public access to judicial administrative records (see www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500).

- 13.2 If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

14.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The Court has waived the inclusion of DVBE participation in this solicitation.

15.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is 5 days after the intent to award has been issued: 6/28/2013 no later than 2:00 pm.

Protests should be sent to:

**Carey Pearce
Finance Analyst
Superior Court of California, County of Monterey
240 Church Street
Salinas, CA. 93901**

EXHIBIT A
ADMINISTRATIVE RULES GOVERNING RFP'S

1. COMMUNICATIONS WITH THE COURT REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Bidders must send questions regarding the RFP to TRCitations@monterey.courts.ca.gov (the "Solicitations Mailbox"). Bidders must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

- a. If a Bidder's question relates to a proprietary aspect of its bid and the question would expose proprietary information if disclosed to competitors, the Bidder may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Bidder must submit a statement explaining why the question is sensitive. If the COURT concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the COURT does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Bidder will be notified.
- b. Bidders interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. If the Bidder is requesting a change, the request must set forth the recommended change and the Bidder's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the COURT's responses will be made available

3. ERRORS IN THE RFP

- a. If, before the bid due date and time listed in the timeline of the RFP, a Bidder discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Bidder shall immediately notify the COURT via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the COURT may modify the RFP before the bid due date and time by releasing an addendum to the solicitation.
- b. If a Bidder fails to notify the COURT of an error in the RFP known to Bidder, or an error that reasonably should have been known to Bidder, before the bid due date and time listed in the timeline of the RFP, Bidder shall bid at its own risk. Furthermore, if Bidder is awarded the contract, Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.
- c. If a Bidder has submitted a bid and discovers an error in the RFP after the bid due date and time listed in the timeline of the RFP but before the award of the contract, the Bidder may be allowed to withdraw its bid if the Bidder can demonstrate to the COURT's satisfaction: (i) an error exists in the RFP, (ii) the error materially affected the Bidder's bid, and (iii) the Bidder did not discover the error prior to submission of its bid.

4. ADDENDA

- a. The COURT may modify the RFP before the bid due date and time listed in the timeline of the RFP by posting an addendum on the Monterey County Superior Court's Website located at <http://www.monterey.courts.ca.gov/RFP> ("Courts Website"). It is each Bidder's responsibility to inform itself of any addendum prior to its submission of a bid.

- b. If any Bidder determines that an addendum unnecessarily restricts its ability to bid, the Bidder shall immediately notify the COURT via email to the Solicitations Mailbox no later than three (3) business days following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF BIDS

Bidder may withdraw its bid at any time before the deadline for submitting bids by informing the COURT in writing of its withdrawal. The notice must be signed by the Bidder. The Bidder may thereafter submit a new or modified bid, provided that it is received at the COURT no later than the bid due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Bids cannot be changed or withdrawn after the bid due date and time listed in the timeline of the RFP.

6. ERRORS IN THE BID

If errors are found in a bid, the COURT may reject the bid; however, the COURT may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Bidder (if selected for the award of the contract), the Bidder will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the bid.

7. RIGHT TO REJECT BIDS

- a. Before the bid due date and time listed in the timeline of the RFP, the COURT may cancel the RFP for any or no reason. After the bid due date and time listed in the timeline of the RFP, the COURT may reject all bids and cancel the RFP if the COURT determines that: (i) the bids received are not really competitive; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the COURT.
- b. The COURT may or may not waive an immaterial deviation or defect in a bid. The COURT's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Bidder from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the COURT reserves the right to accept or reject any or all of the items in the bid, to award the contract in whole or in part and/or negotiate any or all items with individual Bidders if it is deemed in the COURT's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Bidder.
- c. The COURT reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the COURT or the State of California responsible for the cost of preparing the bid.
- d. Bidders are specifically directed **NOT** to contact any COURT personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any COURT personnel or consultants may be cause for rejection of the Bidder's bid.

8. EVALUATION PROCESS

- a. An evaluation team will review all bids that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- b. Bids that contain false or misleading statements may be rejected if in the COURT's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.

- c. Cost information will be opened only if the non-cost information of the bid is determined to be responsive. All figures entered on the cost information must be clearly legible.
- d. During the evaluation process, the COURT may require a Bidder's representative to answer questions with regard to the Bidder's bid. Failure of a Bidder to demonstrate that the claims made in its bid are in fact true may be sufficient cause for deeming a bid non-responsive.
- e. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two COURT employees. The COURT will provide notice of the date and time of the coin toss to the affected Bidders, who may attend the coin toss at their own expense.
- f. During the evaluation process, the COURT may perform certain checks to determine if a Bidder is deemed ineligible for contract award. For example, if Bidder is a corporation and the contract will be performed within California, Bidder must be qualified to do business in California, and in good standing.
- g. If a contract will be awarded, the COURT will post an Intent to Award notice on the Court's Website.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the COURT and will be returned only at the COURT's option and at the expense of the Bidder submitting the bid.

10. PAYMENT

- a. Payment terms will be specified in any contract that may ensue as a result of the RFP.
- b. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the contract between the COURT and the selected Bidder. The COURT may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withholdings may depend upon the length of the project and the payment schedule provided in the contract between the COURT and the selected Bidder.

11. AWARD AND EXECUTION OF CONTRACT

- a. Award of contract, if made, will be in accordance with the RFP to a responsible Bidder submitting a bid compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the COURT
- b. A Bidder submitting a bid must be prepared to use a standard COURT contract form rather than its own contract form
- c. Upon award of the contract, either the purchase order shall be accepted, or the contract shall be signed, by the Bidder in two original contract counterparts and returned, along with the required attachments, to the COURT no later than ten (10) business days of receipt of contract form or prior to the end of June if award is at fiscal year-end. Contracts are not effective until executed by both parties and approved by the appropriate COURT officials. Any work performed before receipt of a fully-executed contract shall be at Bidder's own risk.

12. FAILURE TO EXECUTE THE CONTRACT

The period for execution set forth in Section 11 ("Award and Execution of Contract") may only be changed by mutual agreement of the parties. Failure to either accept the purchase order or execute the contract within the time frame identified above constitutes sufficient cause for voiding the

award. Failure to comply with other requirements within the set time constitutes failure to execute the contract. If the successful Bidder refuses or fails to execute the contract, the COURT may award the contract to the next qualified Bidder.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the COURT's Business Services Manager.

14. ANTI-TRUST CLAIMS

- a. In submitting a bid to the COURT, the Bidder offers and agrees that if the bid is accepted, Bidder will assign to the COURT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the COURT pursuant to the bid. Such assignment shall be made and become effective at the time the COURT tenders final payment to the Bidder. (See Government Code section 4552.)
- b. If the COURT receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Bidder shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the COURT any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- c. Upon demand in writing by the Bidder, the COURT shall, within one year from such demand, reassign the cause of action assigned under this section if the Bidder has been or may have been injured by the violation of law for which the cause of action arose and (a) the COURT has not been injured thereby, or (b) the COURT declines to file a court action for the cause of action. (See Government Code section 4554.)

END OF ADMINISTRATIVE RULES GOVERNING RFP'S

EXHIBIT B

Service Requirements

The Superior Court of California, County of Monterey requests the services of a qualified vendor to provide data entry services with scanning and imaging services of traffic and minor offense citations. Approximately 65,000 citations are keyed annually.

1.0 Data Entry Services

Contractor to provide:

- 1.1. Courier Service is required to pick up and return source documents and/or other materials at designated locations in accordance with Exhibit C – Pick Up/Delivery location. The Court requires daily courier services with times and specific Court locations as required. Additional courier service may be requested by the Court and shall be accommodated by the contractor.
- 1.2. Source documents are to be returned to point of origin, or other location as arranged, within 72 hours of pickup or the next court day thereafter.
- 1.3. All programming of contractor equipment necessary for efficient keying of data in a format specified by the Court.
- 1.4. All changes in programming of contractor equipment required due to periodic changes in work specified by the Court.
- 1.5. Testing of all new programming and program modifications in a test environment, separate from normal production, to eliminate the possibility of such programming being inadvertently used for production work before final testing and acceptance by the Court.
- 1.6. All source input to be keyed and 100% verified and to include an audit process. Any rejected documents will be returned to the Court for entry and/or scanning as applicable. A summary of errors to be provided and sent electronically to the Court.
- 1.7. All data communications equipment necessary at contractor site for transfer of data files to the Court.
- 1.8. Data files will be in XML format and a record layout to be specified by the Court.
- 1.9. Proficient staff available during normal Court working hours.
- 1.10. Each data file shall include record counts and control totals as required for the files being processed. Staff to be proficient in problem solving when record counts vary from that which is expected and in procedures for deletion of files and retransmission of data.
- 1.11. Archival storage of each file transferred for up to 30 days. Archived files must be available for transmission to Court within (4) hours of request.
- 1.12. Provide a single invoice indicating data entry statistics and cost of each file, by date transmitted.

- 1.13. Confidentiality of all programs and records pursuant to all statutory laws relating to privacy and confidentiality as now in existence or hereafter amended or changed. All records and information concerning all persons referred to the Contractor by the Court shall be considered confidential and kept confidential by Contractor and Contractor's staff, agency and employees. Contractor's employees shall be fingerprinted at Contractor's expense prior to pick up of first production batch of citations/complaints.
- 1.14. Citation/complaint source documents will have minimal highlighting of pertinent information required to be entered.
- 1.15. Periodic, onsite inspection of Contractor facilities, equipment and data entry operation for Superior Court representatives. The Court may also require written documentation of procedures and policies the Contractor has established to ensure all specifications of this Agreement are followed by Contractor staff.

2.0 Traffic Imaging Services:

Contractor will provide a scanning and imaging process with the resulting images being sent to the Court for import into a document repository. All images shall include the associated indexing metadata for import and retrieval purposes.

- 2.1. Contractor must provide images in PDF standard format
- 2.2. Scan at 200 dpi.
- 2.3. Duplex scan to capture both front and back of document
- 2.4. Color images must be viewable quality
- 2.5. Black border removal
- 2.6. Images must be oriented correctly for viewing
- 2.7. Text must be readable up to the edge of the document
- 2.8. Scanned image to be printed on Standard 8.5x11 paper
- 2.9. Index metadata must be included with each image and capable of import into the Court's document repository – SharePoint 2010

3.0 Proof of Concept:

- 3.1. Contractor must provide test data and associated images for testing purposes.
- 3.2. At least two test batches of data and associated images must be provided for this test.
- 3.3. Tests shall be repeated until both Contractor and Court have agreed upon the method.
- 3.4. Image quality, data quality and index information will be evaluated

EXHIBIT C

Pickup and Delivery Location

Documents are to be picked up and returned to the following Superior Court location:

Superior Court of California, County of Monterey
Marina Division
3180 Del Monte Blvd.
Marina, CA 93933,
(831) 883-5300

EXHIBIT D

GENERAL TERMS AND CONDITIONS

1) **Scope of Work; Acceptance:**

- (1) Scope of Work. Contractor will perform and complete all Work described in Exhibit B – Scope of Work, in compliance with the requirements of this Agreement, and to the satisfaction of Court.
- (2) Acceptance. All Work provided by Contractor under this Agreement is subject to written acknowledgement and acceptance by Court's Project Manager. The Court's Project Manager will apply the acceptance criteria set forth herein (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work.
- (3) If the Work is not acceptable, Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten business days from receipt of notice of unacceptance to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 1 until Contractor's receipt of Court's written acceptance of such corrected Work.
- (4) Prior Work. Prior work, performed by Contractor pursuant to Court's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.
- (5) Non-Exclusivity. This is a non-exclusive agreement. Court reserves the right to perform, or have others perform the Work of this Agreement. Court reserves the right to bid the Work to others or procure the Work by other means.

2) **Contract Termination:**

- (1) This Agreement may be terminated by the court without cause, at the court's sole discretion at any time upon thirty (30) days written notice to contractor.
- (2) This Agreement may be terminated by the court for cause at any time upon ten (10) days' written notice to contractor.
- (3) In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter called "materials") prepared by Contractor under this Agreement shall become the property of the Court and shall be promptly delivered to the Court. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment that is determined by comparing the work/services completed to the work/services required by the Agreement.

3) **Payments:**

- (1) **Payment Schedule and Liability:** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "B", the Court shall make payment to Contractor in the manner specified in the contract for services and in Exhibit "D" attached hereto and incorporated herein by this reference. The Court reserves the right to withhold payment if the Court determines that the quantity or quality of the work performed is unacceptable.
- (2) **Availability of Funds:** Payment for services provided pursuant to this Agreement is contingent upon the availability of Court, County, State, and/or Federal funds to finance this project. In the event that any of the entities listed above do not appropriate the necessary funds as part of their budgets, the Court shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on Court funds. The

Court may terminate this agreement for unavailability of Federal, State, County and/or Court funds at any time. The Court reserves the right to withhold payment if the Court determines that the quantity or quality of the work performed is unacceptable

4) **Relationship of the Parties.**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the Court and that Contractor acquires none of the rights, privileges, powers or advantages of Court employees.

5) **Hold Harmless.**

Contractor shall indemnify and hold harmless and defend the Court its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever it may belong; (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of the Court or the County of San Mateo, their officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the Court or the County of San Mateo has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of Contractor to indemnify and hold harmless as set forth herein, shall include the duty to defend as set forth in § 2778 of the California Civil Code. The provisions of this paragraph shall survive the termination of this Agreement.

6) **Limitation of Liability.**

Court will not be liable to Contractor, its officers, employees, Subcontractors, or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage.

7) **Modification / Assignability.**

- (1) No Modification. No modification or change to this Agreement will be valid without written approval by Court, in the form of an Amendment, including any changes the Scope of Work set forth herein.
- (2) No Assignment. Contractor shall not assign its rights or obligations under this Agreement, in whole or in part, to a third party without the prior written consent of the Court, the form of an Amendment, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

8) **Insurance.**

- (1) The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section has been obtained and such insurance has been approved by the Court's Risk Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Court with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30)

days' notice must be given, in writing, to the Court of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (2) Worker's Compensation and Employer's Liability Insurance. The Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement.
- (3) Liability Insurance. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.
Such insurance shall include:
 - (1) Comprehensive General Liability \$ 1,000,000
 - (2) Motor Vehicle Liability Insurance \$ 1,000,000
 - (3) Errors and Omissions Liability Insurance
- (4) The General Liability insurance coverage shall contain, or be endorsed to contain a provision that the Court and our officers, agents, employees and servants shall be covered as additional insured for liability arising from activities performed by or on behalf of Contractor, which shall also contain a provision that the insurance afforded thereby to the Court our officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the Court or our officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.
- (5) In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Court at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

9) **Confidentiality.**

All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of Court. All financial, statistical, personal, technical, and other data and information relating to the Court's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the Court requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties. Furthermore, Contractor may be subject to criminal prosecution under the law for any breach of confidentiality.

10) **Payment of Permits/Licenses.**

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

11) **Standard of Performance; Warranties**

- (1) Standard of Performance. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's services.
- (2) Warranties. Contractor warrants and represents that the Work and all Deliverables furnished will conform to the requirements of this Agreement and such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by Court, free from defects in design. Court's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.
- (3) Non-Infringement. If applicable, Contractor represents and warrants to Court that it is and will be either own, or be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work.
 - (a) All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.
 - (b) Unless otherwise specified, the warranties set forth in this Section 11 commence after Work has been approved and accepted by Court.

12) **Legal Compliance:**

- (a) Contractor shall observe and comply with all federal, state, city, and local laws, rules, and regulations affecting goods and services under this RFQ. Contractor and its subcontractors, if any, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (b) Seller shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 et seq.) which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

13) **Non-Discrimination.**

- (1) Section 504. Contractor shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.
- (2) No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.
- (3) Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Contractor's equal employment policies shall be made available to the Court upon request.

14) **Force Majeure.**

- (1) Force Majeure events include, but are not limited to:
 1. catastrophic acts of nature, or public enemy;
 2. civil disorder;
 3. fire or other casualty for which a party is not responsible; and
 4. quarantine or epidemic.
- (2) The party asserting a Force Majeure event will immediately provide written Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.
- (3) Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

15) **Retention of Records.**

Contractor shall maintain all required records of its activity under this Agreement during the term of this Agreement and for three years after the Court makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the Court, County, a federal grantor agency, and the State of California.

16) **Time is of the Essence.**

Time for performance is of the essence in the performance of services by Contractor under this Agreement.

17) **Survival.**

Terms that will survive termination or expiration of this Agreement include, but are not limited to: Assignment, Audit Rights and Retention of records, Confidentiality, Indemnification, Limitation of Liability, Warranties, Infringement Protection, and Proprietary Rights.

18) **Waiver / Severability**

- (1) **Waiver of Rights.** Court's action, inaction or failure to enforce any right or provision of this agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.
- (2) **Severability.** The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

19) **Entire Agreement**

- (1) Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.
- (2) This Agreement, including Exhibits "A" and "B" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

20) **Controlling Law.**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

EXHIBIT E

TRAFFIC DATA ENTRY BID COVER SHEET

RFP NO: MCSC13-05 IT

Date Issued:

Vendor Submitting Bid:

Name: _____

Address: _____

Federal Tax ID: _____

Contact: _____

Telephone: _____ **Fax:** _____

E-mail: _____

THIS IS NOT AN ORDER